



TIFFANY & BOSCO
P.A.

Dated: July 30, 2010

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A handwritten signature in black ink, appearing to read "George B. Nielsen, Jr.", is written over a horizontal line.

GEORGE B. NIELSEN, JR
U.S. Bankruptcy Judge

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

10-01053

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:
Mark David Rico and Dolly Sharidanna Rico
Debtors.

No. 2:10-bk-00094-GBN

Chapter 13

O R D E R

(Related to Docket #30)

Hearing Date: July 29, 2010

US Bank National Association as Trustee By
Residential Funding Company, LLC FKA
Residential Funding Corporation Attorney in Fact
by its Attorney in fact Wells Fargo Bank, N.A.,
successor by merger to Wells Fargo Home
Mortgage Inc.

Movant,

vs.

Mark David Rico and Dolly Sharidanna Rico
Debtors; Edward J. Maney, Trustee.

Respondents.

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed by U.S. Bankruptcy Code 362(a) are hereby terminated as to Movant with respect to that certain real property which is subject of a Deed of Trust dated June 7, 2006, and recorded in the office of the Maricopa County Recorder wherein US Bank National Association as Trustee By Residential Funding Company,

1 LLC FKA Residential Funding Corporation Attorney in Fact by its Attorney in fact Wells Fargo Bank,
2 N.A., successor by merger to Wells Fargo Home Mortgage Inc. is the current beneficiary and Mark David
3 Rico and Dolly Sharidanna Rico have an interest in, further described as:

4 Lot 174, SUNCHASE AT ESTRELLA PARCEL NOS. 62-64, according to Book 438 of Maps,
5 page 42, records of Maricopa County, Arizona.

6 IT IS FURTHER ORDERED that this Order vacating the automatic stay imposed by U.S.
7 Bankruptcy Court Code 362(a) shall be binding and effective in the event the Debtors converts this case
8 to another chapter under the U.S. Bankruptcy Code.

9 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance Agreement,
11 or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement with Debtors.
12 However, Movant may not enforce, or threaten to enforce, any personal liability against Debtors if
13 Debtors' personal liability is discharged in this bankruptcy case.